

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, GEICO INDEMNITY COMPANY,  
GEICO GENERAL INSURANCE COMPANY and  
GEICO CASUALTY COMPANY,

Docket No.:  
1:19-cv-05158(KAM)(SMG)

Plaintiffs,

-against-

TREMONT DIAGNOSTIC IMAGING, P.C. d/b/a  
BRONX IMAGING NYC, CHARLES J. DEMARCO,  
M.D., AAA MANAGEMENT NYC LLC, ALBERT  
FOOZAILOV, JOSEPH STERN and JOHN DOE  
DEFENDANTS 1-10,

Defendants.

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**SO-ORDERED STIPULATION**

IT IS HEREBY STIPULATED AND AGREED by and among counsel for Plaintiffs Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company (collectively, "GEICO" or "Plaintiffs") and counsel for Defendants, Tremont Diagnostic Imaging, P.C. d/b/a Bronx Imaging NYC, Charles J. DeMarco, M.D., AAA Management, Inc., Joseph Stern and Albert Foozailov (collectively, "Defendants") as follows:

1. Tremont Diagnostic Imaging, P.C. d/b/a Bronx Imaging NYC, Charles J. DeMarco, M.D. hereby appear in this action through their counsel, Zimmerman Law, P.C. and consent to the Court's jurisdiction over them.

2. AAA Management, Inc., Joseph Stern and Albert Foozailov hereby appear in this action through their counsel, Kutner Friedrich, LLP, and consent to the Court's jurisdiction over them.

3. Defendants' time to answer, move or otherwise respond to the Plaintiffs' Complaint in this matter is extended through and including December 20, 2019.

4. Pending the conclusion of this action, Defendants will: (i) not commence and/or prosecute, or cause to be commenced or prosecuted, any collection proceedings against GEICO seeking payment for no-fault benefits either through court proceedings or arbitration, for services provided to GEICO Insureds; (ii) stay and not continue to prosecute any pending court or arbitration collection proceedings brought against GEICO seeking payment for no-fault benefits for services provided to GEICO Insureds, regardless of when filed; and (iii) not submit any new bills to GEICO seeking payment for no-fault benefits for services provided to GEICO Insureds.

5. For purposes of this stipulation, facsimile or electronic signatures shall be treated as originals.

Dated: November 18, 2019


RIVKIN RADLER LLP

By:  \_\_\_\_\_

Barry I. Levy, Esq.  
926 RXR Plaza  
Uniondale, New York 11556-0926

*Counsel for Plaintiffs, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company*

KUTNER FRIEDRICH, LLP

By:  \_\_\_\_\_

Charles Kutner, Esq.  
950 Third Avenue - 11th Floor  
New York, New York 10022

*Counsel for Defendants, AAA Management, Inc., Joseph Stern and Albert Foozailov*

ZIMMERMAN LAW, P.C.

By:  \_\_\_\_\_

Michael Zimmerman, Esq.  
315 Walt Whitman Road - Suite 215  
Huntington Station, New York 11746

*Counsel for Defendants, Tremont Diagnostic Imaging, P.C. d/b/a Bronx Imaging NYC and Charles J. DeMarco, M.D.*

**SO ORDERED:**

S/ Steven M. Gold, U.S.M.J. \_\_\_\_\_

\_\_\_\_\_, November 26, 2019